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8 UNITED STATES DISTRICT COURT
9 NORHTERN DISTRICT OF CALIFORNIA
10 OAKLAND DIVISION
11

12 KESETE B. HINTSA,

13 Plaintiff,

14 vs.

15 ROCKPORT HEALTH SERVICES dba
16 WINDSOR HEALTHCARE CENTER OF
OAKLAND A CALIFORNIA
CORPORATION

17 Defendant.
18

CASE NO. 4:16-cv-04045-YGR

**JOINT STIPULATION TO SUBMIT
ACTION TO BINDING ARBITRATION
AND STAY THE CASE; [PROPOSED]
ORDER**

Complaint Filed: July 18, 2016

19 **IT IS HEREBY STIPULATED** by and between KESETE B. HINTSA (hereinafter
20 “Plaintiff”), and BROOKDALE HEALTHCARE & WELLNESS CENTRE, LP (hereinafter
21 “Defendant”), incorrectly named Rockport Health Services dba Windsor Healthcare Center of
22 Oakland, that the entire above-captioned action, KESETE B. HINTSA vs. ROCKPORT
23 HEALTH SERVICES dba WINDSOR HEALTHCARE CENTER OF OAKLAND A
24 CALIFORNIA CORPORATION (Case No. 4:16-CV-04045-YGR), shall be submitted to
25 binding arbitration pursuant to the arbitration agreement signed by Plaintiff in relation to his
26 employment with Defendant. Attached hereto as Exhibit “A” is a true and correct copy of the
27 pre-dispute arbitration agreement executed by Plaintiff, whereby Plaintiff and Defendant agreed
28 to arbitrate any and all claims arising out of Plaintiff’s employment with Defendant.

1 IT IS HEREBY FURTHER STIPULATED AND AGREED, by and between the parties hereto,
2 through their counsel of record, as follows:

3 1. The above-entitled action, KESETE B. HINTSA vs. ROCKPORT HEALTH SERVICES
4 dba WINDSOR HEALTHCARE CENTER OF OAKLAND A CALIFORNIA CORPORATION
5 (Case No. 4:16-CV-04045-YGR), shall be immediately stayed and submitted to binding
6 arbitration pursuant to the arbitration agreement executed by Plaintiff, the provisions of which
7 are incorporated herein by reference, see Exhibit "A," and pursuant to the requirements set forth
8 in *Armendariz v. Foundation Health Psychcare Services, Inc.* (2000) 24 Cal.4th 83.

9 2. The arbitration agreement executed by Plaintiff satisfies the requirements set forth in
10 *Armendariz v. Foundation Health Psychcare Services, Inc.* (2000) 24 Cal.4th 83, and the parties
11 intend to comply with the requirements of *Armendariz*, including, but not limited to the
12 requirement that Defendant pay all costs that are unique to the arbitration, the requirement that
13 the arbitrator issue a written arbitration decision including the essential findings and conclusions
14 upon which the award is based, and the requirement that all statutorily-imposed remedies shall
15 be available to the parties in arbitration.

16 3. Each party shall be entitled to conduct general discovery as provided by applicable
17 Federal law without an order from the arbitrator and not only those provisions specifically
18 applicable to arbitrations. This discovery shall be in addition to, and not limited by, the
19 provisions of the Federal Arbitration Act, or other provisions purporting to limit discovery in
20 arbitration proceedings.

21 4. All rules of pleading, all rules of evidence, all rights to resolution of the dispute by means
22 of motions for summary judgment, judgment on the pleadings, and judgment for nonsuit, shall
23 apply and be observed.

24 5. This Court shall retain jurisdiction of this matter to enforce the stipulation to arbitrate this
25 matter, to enforce any arbitration award and to perform any other roles as permitted by the
26 Federal Arbitration Act and *Armendariz v. Foundation Health Psychcare Services, Inc.* (2000)
27 24 Cal.4th 83.

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1 6. By signing this Stipulation, counsel of record for both Plaintiff and Defendant represent
2 that they have full authority from their respective clients to enter into this Stipulation on their
3 clients' behalf.

4 7. This stipulation may be completed in duplicate parts and facsimile copies are accepted
5 as originals, all of which shall constitute one and the same stipulation.

6
7 IT IS SO STIPULATED.
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10

11 DATED: October 3, 2016

FISHER & PHILLIPS LLP

13 By: /s/ Annie Lau
14 Jason A. Geller
15 Annie Lau
16 Attorneys for Defendant
BROOKDALE HEALTHCARE &
WELLNESS CENTRE, LP

17 DATED: October 3, 2016

LAW OFFICE OF FRANK E. MAYO

18 By: /s/ Frank E. Mayo
19 Frank E. Mayo
20 Attorneys for Plaintiff
21 KESETE B. HINTSA
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[PROPOSED] ORDER

PURSUANT TO STIPULATION, IT IS SO ORDERED: that the matter entitled *KESETE B. HINTSA vs. ROCKPORT HEALTH SERVICES dba WINDSOR HEALTHCARE CENTER OF OAKLAND A CALIFORNIA CORPORATION* (Case No. 4:16-CV-04045-YGR) is hereby submitted to binding arbitration pursuant to the terms of the Arbitration Agreement signed by Plaintiff. This action will be stayed pending the outcome of the arbitration.

DATED: _____

HONORABLE YVONNE GONZALEZ ROGERS
UNITED STATES DISTRICT JUDGE